

Exhibit A

State of California ex rel. Ven-A-Care of the Florida Keys, Inc.
v. Abbott Laboratories, Inc., et al., Master Civil Action No. 01-12257-PBS,
Subcategory Case No. 06-11337

Exhibit to the December 21, 2009 Declaration of Christopher C. Palermo in Support
of Defendants Mylan Inc. and Mylan Pharmaceuticals Inc.'s. Opposition to Plaintiffs' Motion for Partial Summary
Judgment

Roman, Brian S. HIGHLY CONFIDENTIAL November 16, 2006
Chicago, IL

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IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

-----X

STATE OF WISCONSIN,)

Plaintiff,)

vs.) No. 04 C V 1709

AMGEN, INCORPORATED, et al.,)

Defendants.)

-----X

The deposition of BRIAN S. ROMAN, called by the Plaintiff for examination, taken pursuant to the Federal Rules of Civil Procedure of the United States District Courts pertaining to the taking of depositions, taken before CATHERINE ARMBRUST RAJCAN, a Notary Public within and for the County of DuPage, State of Illinois, and a Certified Shorthand Reporter of said state, taken at 40 West Erie Street, Chicago, Illinois, on the 16th day of November, A.D. 2006, at 9:45 a.m.

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<p>1 PRESENT:</p> <p>2</p> <p>3 MINER, BARNHILL & GALLAND, P.C.</p> <p>4 44 East Mifflin Street, Suite 803</p> <p>5 Madison, Wisconsin 53703</p> <p>6 by: MR. CHARLES J. BARNHILL, JR., ESQ.</p> <p>7 and MR. ROBERT S. LIBMAN, ESQ.</p> <p>8 608.255.5200</p> <p>9 Appeared on behalf of the Plaintiff;</p> <p>10</p> <p>11 KELLEY DRYE & WARREN LLP</p> <p>12 101 Park Avenue</p> <p>13 New York, New York 10178</p> <p>14 by: MR. WILLIAM A. ESCOBAR, ESQ.</p> <p>15 212.808.7771</p> <p>16 Appeared on behalf of Defendant Mylan</p> <p>17 Pharmaceuticals, Incorporated.</p> <p>18</p> <p>19 ALSO PRESENT:</p> <p>20 MR. ANTHONY MICALLETO, Videographer.</p> <p>21 REPORTED BY:</p> <p>22 MS. CATHERINE ARMBRUST RAJCAN, CSR, RDR, CRR, CCI</p>	<p>1 EXHIBITS (CONTINUED)</p> <p>2 NUMBER DESCRIPTION PAGE</p> <p>3 Exhibit Roman 158 - WI-JJ00013650..... 314</p> <p>4 Exhibit Roman 159 - Corrected Copy of Johnson &</p> <p>5 Johnson Defendants' Reply</p> <p>6 Memorandum in Support of</p> <p>7 Their Motion for a</p> <p>8 Protective Order..... 317</p> <p>9 Exhibit Roman 160 - WiMylan013194..... 325</p> <p>10 Exhibit Roman 161 - Plaintiff's Second Amended</p> <p>11 Complaint, Exhibit D,</p> <p>12 dated June 28, 2006..... 331</p> <p>13 Exhibit Roman 162 - Group of documents starting</p> <p>14 with WiMylan010911 and ending</p> <p>15 with WiMylan012685..... 361</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p>
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<p style="text-align: right;">10</p> <p>1 -- it exists and is run and is managed as a stand- 2 alone corporation. 3 BY MR. BARNHILL: 4 Q. Does it have its own board of directors? 5 A. Yes. 6 Q. And who is -- who are on the board of 7 directors? 8 A. I'm not sure. 9 Q. Okay. What is Mylan Laboratories? 10 A. Mylan Laboratories is a Pennsylvania 11 corporation; it is a -- a holding company, that's 12 probably the best way to think about it. It's a 13 publicly traded company in the New York Stock 14 Exchange, S & P 500 listed, and is the corporate 15 parent of UDL Labs, also Mylan Pharmaceuticals, 16 which is the company I work for, and Mylan 17 Technologies, and several other subsidiaries. 18 Q. And what is Mylan Pharmaceuticals, Inc.? 19 A. Mylan Pharmaceuticals, Inc., is the 20 generic manufacturing and distribution company 21 within the Mylan group of companies. Mylan 22 Pharmaceuticals is located in Morgantown, West</p>	<p style="text-align: right;">12</p> <p>1 A. Burtech -- Burtech is no longer in 2 business. I think it still exists as a 3 corporation. It's name actually was changed to 4 Mylan-Bertek, Incorporated a couple of years ago. 5 Bertek was a -- a separate -- well, it's 6 still a separate subsidiary of Mylan Labs. Its 7 business was more on the branded side; and they 8 sold what are called branded generics also. But 9 they had a sales force, and they sold prescription 10 drugs that were basically a different line of 11 drugs than Mylan Pharmaceuticals. 12 Q. You keep referring to Bertek in the past 13 tense. 14 Is it still operating? 15 A. It's not. We -- we closed the Mylan- 16 Bertek business I think in 2004, maybe 2005. 17 Q. Are the drugs which Bertek marketed 18 still being marketed by Mylan Laboratories, or 19 UDL, or any other corporation owned by Mylan? 20 A. Mylan Laboratories doesn't make or sell 21 anything. But some of the drugs that were in the 22 Mylan-Bertek line are now being sold by Mylan</p>
<p style="text-align: right;">11</p> <p>1 Virginia; we have big production facility there, 2 research and development labs; a distribution 3 center in Greensboro, North Carolina. And we make 4 and sell generic drugs in the United States. 5 Q. And what are generic drugs? 6 A. Generic drugs are low-cost versions of 7 branded drugs, the branded prescription drugs that 8 people often think about and see the TV ads for 9 and things like that. The generic versions are 10 always priced lower, they contain the same active 11 ingredients in the same amounts. 12 We have to prove to the Food and Drug 13 Administration that generic drugs are 14 bioequivalent to the brand name counterpart, in 15 other words, that the drug works the same in the 16 body, technically it's absorbed the same rate and 17 extent into the bloodstream of -- of a -- of a 18 person. 19 But they're a high quality, safe, 20 effective, low-cost version of a brand name 21 pharmaceutical. 22 Q. Now, what is Burtech?</p>	<p style="text-align: right;">13</p> <p>1 Pharmaceuticals. Some may be being sold by UDL. 2 I'm not sure; and I think at least one product 3 that Mylan-Bertek had launched has been sold to 4 another company. 5 Q. Do you know the labeler codes of Bertek? 6 A. Burtech's labeling codes? 7 Q. Uh-huh. 8 A. I don't. 9 Q. Okay. You realize that Mylan 10 Pharmaceuticals is a defendant in this litigation; 11 is that correct? 12 A. Yes. 13 Q. And it's a defendant in other litigation 14 alleging that Mylan caused to be published false 15 prices for its drugs; is that correct? 16 A. We have been sued in a number of these 17 AWP-type cases; however you want to characterize 18 the allegations. We are a defendant in several of 19 these suits. 20 Q. Are you being currently investigated by 21 Congress in connection with -- with the pricing of 22 Mylan's drugs?</p>

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<p style="text-align: right;">58</p> <p>1 MR. ESCOBAR: Objection to the form of</p> <p>2 the question and beyond the scope.</p> <p>3 BY MR. BARNHILL:</p> <p>4 Q. Is that what it empowers Mylan to do?</p> <p>5 MR. ESCOBAR: This is beyond the scope,</p> <p>6 and objection to the form. I don't understand --</p> <p>7 MR. BARNHILL: It isn't beyond the</p> <p>8 scope.</p> <p>9 BY MR. BARNHILL:</p> <p>10 Q. Take a look at --</p> <p>11 MR. ESCOBAR: Is there a -- is there a -</p> <p>12 - a request that says the rebate agreement with</p> <p>13 the federal government?</p> <p>14 I didn't see one there.</p> <p>15 MR. BARNHILL: It stays knowledge of</p> <p>16 Medicaid programs. Take a look at Paragraphs 2, 3</p> <p>17 and 4 of the -- of the notice.</p> <p>18 MR. ESCOBAR: Right. And --</p> <p>19 MR. BARNHILL: He's supposed to have</p> <p>20 knowledge of this, otherwise he's not the witness</p> <p>21 he's supposed to be.</p> <p>22 MR. ESCOBAR: And we've objected to the</p>	<p style="text-align: right;">60</p> <p>1 respect to the rebates.</p> <p>2 So what's your question?</p> <p>3 Let's --</p> <p>4 MR. BARNHILL: I'm going to mark as</p> <p>5 Exhibit Roman 145 the deposition notice so that we</p> <p>6 can deal with Mr. Escobar's objections in that</p> <p>7 connection and other connections.</p> <p>8 MR. ESCOBAR: I'm sorry, you're marking</p> <p>9 this as what?</p> <p>10 MR. BARNHILL: Exhibit Roman 145.</p> <p>11 (WHEREUPON, said document was</p> <p>12 marked Deposition Exhibit Roman 145, for</p> <p>13 identification, as of 11/16/06, CAR.)</p> <p>14 MR. BARNHILL: Now, Mr. Escobar, if you</p> <p>15 look at No. 2, it says Mylan's knowledge of the</p> <p>16 federal Medicaid programs, laws, regulations and</p> <p>17 rules.</p> <p>18 MR. ESCOBAR: Okay.</p> <p>19 MR. BARNHILL: And that's what we're</p> <p>20 talking about.</p> <p>21 MR. ESCOBAR: What's your question?</p> <p>22 What's your question?</p>
<p style="text-align: right;">59</p> <p>1 generality of that. He's able to answer questions</p> <p>2 on a general basis. He has told you about the</p> <p>3 rebate agreement.</p> <p>4 At some point -- if you wanted to know</p> <p>5 more about the rebate agreement, I suppose you</p> <p>6 could put that as a subject in your deposition.</p> <p>7 MR. BARNHILL: I don't have to be any</p> <p>8 more specific than I am. If this witness is going</p> <p>9 to take the position he doesn't know anything in</p> <p>10 connection with these topics --</p> <p>11 MR. ESCOBAR: Well, he's been answering</p> <p>12 all the questions.</p> <p>13 MR. BARNHILL: -- only answered one</p> <p>14 question in connection with it, then we're going</p> <p>15 to terminate this deposition and get somebody who</p> <p>16 can testify.</p> <p>17 MR. ESCOBAR: Chuck, he has answered</p> <p>18 your questions, he's answering your questions. I</p> <p>19 am telling you that there's nothing in there that</p> <p>20 says have a witness ready to discuss the federal</p> <p>21 government's rebate agreement. He's -- having</p> <p>22 said that, he has answered your questions with</p>	<p style="text-align: right;">61</p> <p>1 MR. BARNHILL: And my question is -- I</p> <p>2 don't even know what my question is anymore</p> <p>3 because you objected. We'll get to my question,</p> <p>4 though. But that is one general subject, and</p> <p>5 we're going to talk about his knowledge in that</p> <p>6 connection.</p> <p>7 MR. ESCOBAR: And he's been answering</p> <p>8 questions about that.</p> <p>9 MR. BARNHILL: But not without your</p> <p>10 objection.</p> <p>11 BY MR. BARNHILL:</p> <p>12 Q. Your company is responsible for knowing</p> <p>13 the rules and regulations of the Medicaid program;</p> <p>14 is that correct?</p> <p>15 MR. ESCOBAR: Objection to the form of</p> <p>16 the question.</p> <p>17 BY THE WITNESS:</p> <p>18 A. I -- I'd agree that we're responsible</p> <p>19 for knowing the rules and regulations that govern</p> <p>20 the way that we interact with the Medicaid</p> <p>21 program. There are a lot of aspects of the</p> <p>22 Medicaid program that we don't participate in, for</p>

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<p style="text-align: right;">62</p> <p>1 example, when the Medicaid program pays doctors</p> <p>2 and things like that.</p> <p>3 There's -- there are things that we are</p> <p>4 involved in and many things that we're not. And</p> <p>5 we are -- we are certainly responsible for and</p> <p>6 take seriously our obligation to understand, know</p> <p>7 and comply with the rules that apply to us.</p> <p>8 BY MR. BARNHILL:</p> <p>9 Q. And does your company assume the</p> <p>10 responsibility of behaving completely honestly and</p> <p>11 above board in connection with the states'</p> <p>12 Medicaid programs?</p> <p>13 A. Absolutely.</p> <p>14 Q. And your company is responsible for</p> <p>15 knowing the laws that govern the states' Medicaid</p> <p>16 programs; is that correct?</p> <p>17 MR. ESCOBAR: Objection to the form.</p> <p>18 BY THE WITNESS:</p> <p>19 A. Again, the rules that apply to the way</p> <p>20 that we interact with the Medicaid programs, I'd</p> <p>21 agree with that.</p> <p>22 BY MR. BARNHILL:</p>	<p style="text-align: right;">64</p> <p>1 a medical recipient goes to a physician, who</p> <p>2 writes a prescription, which the recipient then</p> <p>3 takes to the pharmacy of his or her choice to have</p> <p>4 filled; is that correct?</p> <p>5 A. Yes.</p> <p>6 Q. And that essentially sounds like a</p> <p>7 relatively simple system.</p> <p>8 But it's not that simple, is it?</p> <p>9 MR. ESCOBAR: Objection to the form.</p> <p>10 BY MR. BARNHILL:</p> <p>11 Q. You may answer.</p> <p>12 A. What do you mean?</p> <p>13 Q. Well, because -- almost all the</p> <p>14 manufacturer -- drug manufacturers participate in</p> <p>15 this program, don't they?</p> <p>16 MR. ESCOBAR: Objection to the form.</p> <p>17 BY THE WITNESS:</p> <p>18 A. Well, I'm here talking about what Mylan</p> <p>19 does. I do think it's common for drug</p> <p>20 manufacturers to have signed these drug rebate</p> <p>21 agreements and to be paying the rebates to the</p> <p>22 states; yes.</p>
<p style="text-align: right;">63</p> <p>1 Q. And are you aware that no state</p> <p>2 employee, even a well-meaning state employee,</p> <p>3 could permit you or Mylan to do something that is</p> <p>4 contrary to state's laws; is that correct?</p> <p>5 A. Sure. I'd agree with that. And we</p> <p>6 wouldn't.</p> <p>7 Q. Now, let me turn to how the state</p> <p>8 Medicaid program operates.</p> <p>9 Not every citizen in the state can</p> <p>10 participate in the Medicaid program; is that</p> <p>11 correct?</p> <p>12 A. I think that's right. I think there are</p> <p>13 eligibility criteria that need to be met. It's a</p> <p>14 needs-based program. People who can't afford or</p> <p>15 don't have other types of insurance are the ones</p> <p>16 who are -- are eligible for it.</p> <p>17 Q. So it's a fact that the person has to be</p> <p>18 unable to pay for adequate healthcare to be</p> <p>19 eligible for the Medicaid program; is that</p> <p>20 correct?</p> <p>21 A. I -- that's generally my understanding.</p> <p>22 Q. And the way the system operates is that</p>	<p style="text-align: right;">65</p> <p>1 BY MR. BARNHILL:</p> <p>2 Q. And because all the drugs companies</p> <p>3 participate in the Medicaid program, a</p> <p>4 prescription could come from any of thousands of</p> <p>5 drugs; correct?</p> <p>6 MR. ESCOBAR: Objection to the form.</p> <p>7 BY THE WITNESS:</p> <p>8 A. I assume the doctor's going to prescribe</p> <p>9 the drug that the doctor in his or her medical</p> <p>10 judgment thinks is the drug the patient needs to</p> <p>11 help them get better. The doctor might have 2</p> <p>12 choices, might have 20 choices depending what the</p> <p>13 person's medical problem is.</p> <p>14 BY MR. BARNHILL:</p> <p>15 Q. You misunderstand my question.</p> <p>16 My question is that because of the</p> <p>17 variety of the -- of the people involved in the</p> <p>18 program and the variety of drugs, at any given</p> <p>19 moment a person may walk into a pharmacy who is a</p> <p>20 Medicaid participant and ask for any one of</p> <p>21 thousands of drugs; is that correct?</p> <p>22 A. Yeah, I think there probably are more</p>

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<p style="text-align: right;">74</p> <p>1 about things that happen always, never, whatever.</p> <p>2 But I think you could have a situation -</p> <p>3 - I could imagine a situation where a customer</p> <p>4 might call and say, you know, you're offering me</p> <p>5 this drug at such and such a price, but that's</p> <p>6 above the federal upper limit for it, and so I</p> <p>7 can't pay you that, and I won't.</p> <p>8 And then if we agreed to cut the price</p> <p>9 for that customer, hypothetically, I guess you</p> <p>10 could say that then the federal upper limit had</p> <p>11 something to do with the pricing. But really only</p> <p>12 as it fits into this process of negotiation with</p> <p>13 the customer about what we're going to charge and</p> <p>14 what they're going to pay.</p> <p>15 BY MR. BARNHILL:</p> <p>16 Q. Do you -- do you price your drugs higher</p> <p>17 for those drugs that are not covered by the</p> <p>18 federal upper limit than those that are?</p> <p>19 MR. ESCOBAR: Objection to the form.</p> <p>20 BY THE WITNESS:</p> <p>21 A. We don't -- we don't price our drugs</p> <p>22 based on what the federal upper limits are, we</p>	<p style="text-align: right;">76</p> <p>1 in a lower price, or we'd walk away from the</p> <p>2 business.</p> <p>3 So it could come into play, but it's not</p> <p>4 like our pricing policy in some broad sense is</p> <p>5 driven by federal upper limits.</p> <p>6 Q. So let me ask you this question just as</p> <p>7 an example. Let's assume that -- that Mylan has a</p> <p>8 drug whose price is at \$10 and it's covered by the</p> <p>9 federal upper limit, and the federal upper limit</p> <p>10 is taken off that drug.</p> <p>11 Would that be a -- a reason for Mylan to</p> <p>12 increase its prices in that drug?</p> <p>13 MR. ESCOBAR: Objection to the form, it</p> <p>14 calls for a hypothetical.</p> <p>15 BY THE WITNESS:</p> <p>16 A. Mylan wouldn't increase its price on the</p> <p>17 drugs because of the federal upper limits; but the</p> <p>18 fact that the federal upper limits came off in</p> <p>19 your hypothetical suggests to me that maybe</p> <p>20 something changed in the marketplace, and maybe</p> <p>21 there aren't three companies selling the drug</p> <p>22 anymore, maybe it's only one. And if you had a</p>
<p style="text-align: right;">75</p> <p>1 price our products through our negotiations with</p> <p>2 our customers in the competitive markets that</p> <p>3 exist for these generic drugs.</p> <p>4 So there really -- the concepts are</p> <p>5 independent of one another.</p> <p>6 BY MR. BARNHILL:</p> <p>7 Q. So the federal upper limit -- what the</p> <p>8 federal upper limit is or is not has nothing do</p> <p>9 with the pricing decisions; is that your</p> <p>10 testimony?</p> <p>11 A. I'd say in a general sense that the</p> <p>12 pricing policy or the pricing decisions is we</p> <p>13 negotiate with our customers to sell them -- to</p> <p>14 find a price at which they will buy our drugs.</p> <p>15 I could see -- and I said this already -</p> <p>16 - I mean, if you had a situation where there was a</p> <p>17 federal upper limit, and we were asking for more</p> <p>18 than that, I -- I could imagine that we would have</p> <p>19 retail pharmacies who would tell us; we're not</p> <p>20 interested in buying the drug for you because</p> <p>21 that's just not going to work for us, we will lose</p> <p>22 money on it; and then that would end up resulting</p>	<p style="text-align: right;">77</p> <p>1 change in just supply-and-demand economics like</p> <p>2 that, where Mylan was the only company selling a</p> <p>3 drug, you may well see the price go up.</p> <p>4 But it wouldn't be because the federal</p> <p>5 upper limits went away. I think you're sort of</p> <p>6 cause and effect are backwards there.</p> <p>7 BY MR. BARNHILL:</p> <p>8 Q. All right. We'll talk about that</p> <p>9 further.</p> <p>10 You can put those regulations up.</p> <p>11 What is a dispensing fee?</p> <p>12 A. A dispensing fee is an amount of money</p> <p>13 that the state decides -- I assume you're asking</p> <p>14 the Medicaid program.</p> <p>15 Q. Yeah.</p> <p>16 A. Okay. Dispensing fees in state Medicaid</p> <p>17 is the amount of money that the state Medicaid</p> <p>18 program decides is appropriate to pay to</p> <p>19 pharmacists as part of the overall compensation to</p> <p>20 that pharmacist for dispensing a drug to a</p> <p>21 Medicaid beneficiary. For example, might be 4 or</p> <p>22 5 dollars -- there's -- there's two aspects of</p>

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<p style="text-align: right;">230</p> <p>1 the question.</p> <p>2 BY THE WITNESS:</p> <p>3 A. Well, we would include it in the</p> <p>4 document going to First Data Bank so that First</p> <p>5 Data Bank would know what our WAC is. And I've</p> <p>6 told you before I don't know why letter to -- to</p> <p>7 Red Book doesn't include WAC.</p> <p>8 BY MR. BARNHILL:</p> <p>9 Q. Does there -- is there any required</p> <p>10 relationship that you know of between the AWP and</p> <p>11 the WAC?</p> <p>12 MR. ESCOBAR: Objection to the form.</p> <p>13 BY THE WITNESS:</p> <p>14 A. I'm not entirely sure I know what you</p> <p>15 mean by "required relationship." But if you're</p> <p>16 asking me is there like a defined percentage</p> <p>17 difference between though numbers, or do they</p> <p>18 always move in some mathematical ratio, no.</p> <p>19 BY MR. BARNHILL:</p> <p>20 Q. So the -- the WAC doesn't have to be 20</p> <p>21 or 30 percent less than the AWP for any reason.</p> <p>22 A. I'm not aware of any requirement to that</p>	<p style="text-align: right;">232</p> <p>1 Q. Is that the price that they actually</p> <p>2 pay?</p> <p>3 MR. ESCOBAR: Objection to the form of</p> <p>4 the question.</p> <p>5 BY THE WITNESS:</p> <p>6 A. Well, that depends on -- that depends on</p> <p>7 the relationship with the wholesaler and whether</p> <p>8 they meet different targets and so on.</p> <p>9 We do have customers -- we do -- there</p> <p>10 are a good deal of transactions that are done at</p> <p>11 WAC. We always invoice a wholesaler at WAC.</p> <p>12 Now, if we have an agreement with a</p> <p>13 wholesaler that says, for example, they get a 2</p> <p>14 percent discount if they pay us within 60 days,</p> <p>15 well, if they do pay us within 60 days, they can</p> <p>16 get a 2 percent discount. If they don't pay us</p> <p>17 within 60 days, then you're still at WAC.</p> <p>18 We might have an agreement with them</p> <p>19 that says if they sell a certain -- or if they buy</p> <p>20 a certain amount from us and then sell a certain</p> <p>21 target level of our drugs, that they can earn a</p> <p>22 rebate. Well, if they earn the rebate, that will</p>
<p style="text-align: right;">231</p> <p>1 end; and the WAC is the price that we invoice to</p> <p>2 the wholesaler. And it's not -- we don't sell at</p> <p>3 AWP.</p> <p>4 Q. And -- and you actually don't sell at</p> <p>5 WAC, either, do you?</p> <p>6 MR. ESCOBAR: Objection to the form.</p> <p>7 BY THE WITNESS:</p> <p>8 A. Actually, we do sell at WAC.</p> <p>9 BY MR. BARNHILL:</p> <p>10 Q. All right. Do you sell the majority of</p> <p>11 your drugs at WAC?</p> <p>12 A. We invoice all of our wholesaler -- all</p> <p>13 of our transactions with wholesalers, and that's a</p> <p>14 great deal of our -- of our sales, at WAC.</p> <p>15 Q. No, I'm not talking about invoice. I'm</p> <p>16 talking what the price is that you actually sold</p> <p>17 it at.</p> <p>18 MR. ESCOBAR: Objection to the form.</p> <p>19 BY THE WITNESS:</p> <p>20 A. Well, we sell it at WAC; that's the</p> <p>21 invoice price.</p> <p>22 BY MR. BARNHILL:</p>	<p style="text-align: right;">233</p> <p>1 come down off of WAC. If they don't, then you're</p> <p>2 still at WAC.</p> <p>3 So there's a lot of things that have to</p> <p>4 play out before you would know, for example, what</p> <p>5 -- I mean, what a net fully discounted price would</p> <p>6 be to the wholesaler. But we actually do sell the</p> <p>7 wholesaler at WAC. And invoice them at WAC.</p> <p>8 BY MR. BARNHILL:</p> <p>9 Q. WAC and -- that is W-A-C and A-W-P,</p> <p>10 average wholesale price have two different</p> <p>11 meanings; is that correct?</p> <p>12 MR. ESCOBAR: Objection to the form.</p> <p>13 BY THE WITNESS:</p> <p>14 A. WAC is wholesale acquisition cost. And</p> <p>15 AWP is average wholesale price. They're different</p> <p>16 concepts.</p> <p>17 BY MR. BARNHILL:</p> <p>18 Q. Yeah. WAC is the -- defined as</p> <p>19 wholesale acquisition cost; is that right?</p> <p>20 MR. ESCOBAR: Objection to the form.</p> <p>21 BY THE WITNESS:</p> <p>22 A. That's what I understand the acronym to</p>

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